

Pro Se General Complaint for a Civil Case (Rev.10/16)

**United States District Court  
for the  
NORTHERN DISTRICT OF ALABAMA**

FILED

2021 AUG -6 P 3:03

U.S. DISTRICT COURT  
N.D. OF ALABAMA

James K Logos DBA Rocket City Records

Plaintiff

(Write your full name. No more than one plaintiff may be named in a pro se complaint)

v.

Case No.: 5:21-CV-1081-CLS  
(to be filled in by the Clerk's Office)

JURY TRIAL  Yes  No

The Orchard

Defendant(s)

(Write the full name of each defendant who is being sued. If the names of all defendants cannot fit in the space above or on page 2, please write "see attached" in the space and attach an additional page with the full list of names)

**COMPLAINT FOR A CIVIL CASE**

**I. The Parties to This Complaint**

**A. The Plaintiff**

Name	<u>James K Logos</u>
Street Address	<u>2903 Love Ave NW</u>
City and County	<u>Huntsville AL 35816</u>
State and Zip Code	<u>35816</u>
Telephone Number	<u>256-652-1736</u>

**B. The Defendant(s)**

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization or a corporation. If you are suing an individual in his/her official capacity, include the person's job or title. Attach additional pages if needed.

## Pro Se General Complaint for a Civil Case (Rev.10/16)

## Defendant No. 1

Name The arched  
 Job or Title Distributor  
 Street Address 23 E 4th St Fl3  
 City and County New York  
 State and Zip Code NY 10003

## Defendant No. 2

Name Thomas Nzekwesi  
 Job or Title ASR  
 Street Address 610 Glen Iris Dr A1  
 City and County Atlanta Fulton  
 State and Zip Code GA 30308

## Defendant No. 3

Name Maggie Sackson  
 Job or Title Client Services  
 Street Address 23 E 4th St Fl3  
 City and County New York  
 State and Zip Code New York 10003

## Defendant No. 4

Name Darrell Henry  
 Job or Title Client Service  
 Street Address 23 E 4th St Fl3  
 City and County New York  
 State and Zip Code NY 10003

## Defendant No. 5

Name	<u>Claudio Tarchi</u>
Job or Title	<u>Label Manager</u>
Street Address	<u>23 E 4th St FL3</u>
City and County	<u>New York</u>
State and Zip Code	<u>NY 10003</u>

**II. Basis for Jurisdiction**

Federal courts are courts of limited jurisdiction (limited power). Generally, only these types of cases can be heard in federal court: a dispute that involves a right in the United States Constitution or a federal law (as opposed to a state law or local ordinance); a dispute that involves the United States of America (or any of its agencies, officers or employees in their official capacities) as a party; and a dispute between citizens of different states with an amount in controversy that is more than \$75,000.

What is the basis for federal court jurisdiction? *(check all that apply)*

Constitutional or Federal Question  USA Defendant  Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

**A. If the Basis for Jurisdiction is USA defendant**

The Defendant(s)

Name of Agency The Orchard

Address 23 E 4th St FL3, New York NY

**B. If the Basis for Jurisdiction is a Constitutional or Federal Question**

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

18 U.S. Code 1030 / 42 U.S.C. 4552

18 U.S. Code 1343 / 18 U.S. Code 1341

18 U.S. Code 641 /

**C. If the Basis for Jurisdiction is Diversity of Citizenship**

1. The Plaintiff

The plaintiff, (name) \_\_\_\_\_, is a citizen of the State of (name) \_\_\_\_\_.

2. The Defendant(s)

a. If the defendant is an individual

The defendant, (name) \_\_\_\_\_, is a citizen of the State of (name) \_\_\_\_\_. Or is a citizen of (foreign nation) \_\_\_\_\_.

b. If the defendant is a corporation

The defendant, (name) \_\_\_\_\_, is incorporated under the laws of the State of (name) \_\_\_\_\_, and has its principal place of business in the State of (name) \_\_\_\_\_.

Or is incorporated under the laws of (foreign nation) \_\_\_\_\_, and has its principal place of business in (name) \_\_\_\_\_.

*(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)*

3. The Amount in Controversy

The amount in controversy – the amount the plaintiff claims the defendant owes or the amount that is at issue – is more than \$75,000, not counting interest and costs of court, because: (explain)

\$1000.00 for stolen funds and All suffering that came from such action  
\_\_\_\_\_

**III. Statement of Claim**

**Pro Se General Complaint for a Civil Case (Rev.10/16)**

Write a short and plain statement of the claim. Briefly state the facts showing that the plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

See Attached

#### IV. Relief

State briefly and precisely what damages or other relief the plaintiff asks for the court to order. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive (punishment) or exemplary (warning or deterrent) damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

See Attached

**V. Certification and Closing**

Under Rule 11 of the Federal Rules of Civil Procedure, by signing below, I certify to the best of my knowledge, information, and belief that this complaint; (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a non-frivolous argument for extending, modifying or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) complies with the requirements of Rule 11.

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in dismissal of my case.

First Name James Last Name Logan

Mailing Address 2903 Love Ave NW

City and State Huntsville, AL Zip Code 35816

Telephone Number 256-652-1736

E-mail Address Rocketcity-Records@outlook.com

Signature of plaintiff James Logan

Date signed 8-6-21

**\*\*OPTIONAL\*\***

You may request to receive electronic notifications. You may not file documents or communicate with the court electronically. All documents must be submitted in paper and you must serve the defendants.

Type of personal computer and related software/equipment required:

- Personal computer running a standard platform such as Windows or Mac OSX
- Internet access (high speed is recommended)
- A Web browser (Microsoft Internet Explorer 7.0 or 6.0 or Mozilla Firefox 2 or 1.5)
- Adobe Acrobat Reader is needed for viewing e-filed documents
- PACER account – Information and registration at www.pacer.gov

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- You will receive one “free” look of the document. Documents must be viewed within 14 days. You must only single-click on the hyperlink to view.

**Note: You must promptly notice the Clerk's Office, in writing, if there is a change in your designated e-mail address. Failure to update your email address does not excuse failures to appear or timely respond.**

E-mail type:

HTML – Recommended for most e-mail clients  
 Plain Text – Recommended for e-mail accounts unable to process HTML e-mail

Conditioned upon the sufficiency of your electronic equipment which the court will test and verify receipt, you will be allowed to receive electronic notifications.

By submitting this request, the undersigned consents to electronic service and waives the right to personal service and service by first class mail pursuant to Rule 5(b)(2) of the Federal Rules of Civil Procedure, except with regard to service of a summons and complaint.

When a filing is entered on the case docket, a party who is registered for electronic noticing will receive a Notice of Electronic Filing in his/her designated e-mail account. The Notice will allow one free look at the document, and any attached .pdf may be printed or saved.

**IMPORTANT:**

Messages sent to Yahoo or AOL accounts are frequently found in the spam folder until the court is added to your address book.

E-mail address designated for noticing:

Rocketcity-Records@outlook.com

Participant signature: John May

Date: 8-6-21

*Statement*

I'm a producer and artist that was looking for distribution and marketing through a known company and was first contacted by Thomas Nzekwesi. I was told that he was an A&R for Sony music and The orchard and the only way they would represent me would be if I was willing to show good faith and do a rollout plan with them. This plan he discussed would be \$2000.00 a month for three months and a \$3500.00 set up fee to the orchard attached I have a copy of the plan in that I didn't receive but two studio sessions and one press release and one photo shoot. He then got with another representative Named Darrius Henry and this is who set up the account with The Orchard I was told they would get my payment information on a later call and after about a month or so I started reaching out to the orchard about payment and was ignored and toyed with and while waiting I also gained around 600k streams from Spotify, Soundcloud, and You tube and asked numerous times for an Audit and to see what was going on and was ignored. I finally wondered why another name was listed on my account named Duncan Morley, so I went to LinkedIn and sent him a message. We jumped on a call and he had no clue who I was and said he had not done any music in years and as far as he knows his Orchard account was closed after he and I went to them as a whole we found this was a big scam by The Orchard and their Employees and my music was dropped off of all platforms with no payments, refunds or explanations I reached out again lost trying to figure out what was going on and was contacted by legal with a short email as to what happened and all it stated was that they were doing all types of shady things I'm out of \$9,500.00 in money plus streaming revenue and a tarnished reputation seeing that I have seven artist signed to my Label that also didn't get paid. And all sorts of downfalls that came from this

Relef

I'm out of \$9,500.00 in money plus streaming revenue and a tarnished reputation seeing that I have seven artist signed to my Label that also didn't get paid. And all sorts of downfalls and hardships that came from this. Relief in the sum of \$75,000.00

# Wells Fargo Combined Statement of Accounts

July 16, 2021 ■ Page 1 of 5



DCD531DTNU 005123



JAMES LOGAN  
2903 LOVE AVE NW  
HUNTSVILLE AL 35816-2453

## Questions?

Available by phone 24 hours a day, 7 days a week:  
We accept all relay calls, including 711

**1-800-TO-WELLS** (1-800-869-3557)

*En español:* 1-877-727-2932

*Online:* [wellsfargo.com](http://wellsfargo.com)

*Write:* Wells Fargo Bank, N.A. (220)  
P.O. Box 6995  
Portland, OR 97228-6995

## Account options

*A check mark in the box indicates you have these convenient services with your account(s). Go to [wellsfargo.com](http://wellsfargo.com) or call the number above if you have questions or if you would like to add new services.*

Online Banking	<input checked="" type="checkbox"/>	Direct Deposit	<input type="checkbox"/>
Online Bill Pay	<input checked="" type="checkbox"/>	Auto Transfer/Payment	<input type="checkbox"/>
Online Statements	<input type="checkbox"/>	Overdraft Protection	<input type="checkbox"/>
Mobile Banking	<input checked="" type="checkbox"/>	Debit Card	<input type="checkbox"/>
My Spending Report	<input checked="" type="checkbox"/>	Overdraft Service	<input type="checkbox"/>

## You and Wells Fargo

Thank you for being a loyal Wells Fargo customer. We value your trust in our company and look forward to continuing to serve you with your financial needs.

## Other Wells Fargo Benefits

### Help take control of your finances with a Wells Fargo Personal Loan.

Whether it's managing debt, making a large purchase, improving your home, or paying for unexpected expenses, a personal loan may be able to help. See personalized rates and payments in minutes with no impact to your credit score, before you apply.

Go to [wellsfargo.com/personalloan](http://wellsfargo.com/personalloan) or call 1-855-324-9370, Monday through Friday, from 8:00 a.m. to 7:00 p.m. Central Time.

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July 16, 2021 ■ Page 2 of 5



## Summary of accounts

### Checking/Prepaid and Savings

Account	Page	Account number	Ending balance last statement	Ending balance this statement
Wells Fargo Everyday Checking	2	██████████	-615.90	-1,042.90
Wells Fargo Way2Save® Savings	4	██████████	-3.00	-3.00
<b>Total deposit accounts</b>			<b>-\$618.90</b>	<b>-\$1,045.90</b>

## Wells Fargo Everyday Checking

### Statement period activity summary

Beginning balance on 6/16	-\$615.90
Deposits/Additions	1,350.00
Withdrawals/Subtractions	- 1,777.00
<b>Ending balance on 7/16</b>	<b>-\$1,042.90</b>

Account number: ██████████

**JAMES LOGAN***Alabama account terms and conditions apply*

For Direct Deposit use

Routing Number (RTN): ██████████

### Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo branch.

### Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
6/25		ATM Check Deposit on 06/25 4012 University Dr Huntsville AL 0008552 ATM ID 0089K Card 1593	1,350.00		734.10
6/28		Purchase authorized on 06/26 Cash App*James Log 8774174551 CA S301177463265081 Card 1593		300.00	434.10
6/29		Cashed/Deposited Item Retn Unpaid Fee		12.00	
6/29		Deposited Item Retn Unpaid - Paper 210629		1,350.00	-927.90
7/2		NSF Return Item Fee for a Transaction Received on 07/01 \$53.04		35.00	-962.90
		T-Mobile Handset 210630 1851600 James Logan			
7/7		NSF Return Item Fee for a Transaction Received on 07/06 \$121.33		35.00	-997.90
		Allstate P&C Ins Ins Pymt Jul002 000000831113 485 Elizabeth R Butler			
7/9		NSF Return Item Fee for a Transaction Received on 07/08 \$42.50		35.00	-1,032.90
		T-Mobile Fdc Paymen 210707 9239426 Rocketcityrecords			
7/16		Monthly Service Fee		10.00	-1,042.90
<b>Ending balance on 7/16</b>					<b>-1,042.90</b>
<b>Totals</b>			<b>\$1,350.00</b>	<b>\$1,777.00</b>	

*The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.*

026648



The orchard distribution  
23 E 4th St #3  
new york, New York 10003  
United States

<https://www.theorchard.com>

Hi Thomas nzekwesi,

Here's your payment receipt for Invoice  
#311 for \$1,240 for James Logan and  
Rocket city records.

You can always view your receipt online, at:  
<https://link.waveapps.com/aab237-wxh92x>

If you have any questions, please let us  
know.

Thanks,  
The orchard distribution

**Payment Amount: \$3,500.00**

## James Logan 6 Month Rollout Plan

jarquavious Singleton <jarquavioussingleton@gmail.com>

Mon 1/11/2021 11:46 PM

To: RocketCity\_Records@outlook.com <RocketCity\_Records@outlook.com>

Cc: thomas@thomasnzekwesi.com <thomas@thomasnzekwesi.com>

Good Evening James,

Below is the 6 month rollout plan we have developed for you:

6 month roll out plan

FOCUSES

- January (CONTENT)
- February (PUBLICATIONS)
- March (DISTRIBUTION )

*Roll out plan*

JANUARY

3 photo shoots  
2 looks each shoot  
Studio time  
Who is James Press releases

FEBRUARY

10 press releases  
2 photo shoots  
Studio time  
Shows available  
Starting the label email blast!

MARCH

The source press release  
2 photo shoots  
Studio time  
Email blast to labels  
Shows available  
Email blast

APRIL

10 press releases  
2 photo shoots  
Studio time  
Email blast  
Shows available

MAY

10 press releases

2 photo shoots

Studio time

Email blast

Shows available

JUNE

10 press releases

2 photo shoots

Studio time

Email blast

Shows available

Sincerely,

Jarquavious "AJ" Singleton



## DIGITAL DISTRIBUTION AGREEMENT

This agreement is dated for the 1<sup>st</sup> of March 2021 (the "Agreement")

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**BETWEEN:**

---

James Logan of  
Rocket city  
records .  
2903 love ave nw  
Huntsville alabama  
35816  
(hereby known as the  
"Label Owner" )

AND

The Orchard Enterprises Inc.  
23 East 4th Street  
New York, NY 10003  
United States

(hereby known as the "Label")

**WHEREAS:**

The Label Owner wishes to appoint the Label to act as its representative to collect income deriving from the digital exploitation of any releases the Label is willing to act as the Label Owners representative in accordance with the terms and conditions set out in this Agreement.

**DEFINITIONS:**

<b><i>Label Owner/s</i></b>	shall mean the Label Owners who record and perform on the Recordings.
<b><i>Biographical Material</i></b>	shall mean the Name, Approved likeness, Artwork, Logos, trademarks and biography of all Label Owners and Writers.
<b><i>"Commencement Date"</i></b>	shall mean the date of this Agreement, as set out above.
<b><i>"Digital Formats"</i></b>	shall mean sound recordings, audio-visual recordings or any other materials delivered hereunder which are exploited, transmitted and/or distributed over a communication medium, by any means now or hereafter known (including exploitation, transmission or distribution via the internet, satellite, mobile telephone and telephone), which include without limitation digital downloads, ringtones, true tones and real tones.
<b><i>"Music Users"</i></b>	shall mean consumers, retailers, music services providers and any other person who may copy, sell, distribute, promote, transmit, market, perform, promote and otherwise exploit sound and/or audio-visual recordings by any and all means and media (whether known now or in the future).
<b><i>"Recordings"</i></b>	shall mean sound and video recordings owned and/or controlled by the Label Owner at the Commencement Date or at any time during the Term of this Agreement as well as sound and video recordings owned and/or controlled by Label Owners that are acquired by the Label Owner or merge with the Label Owner at any time during the Term of this Agreement. Biographical Material (as defined above) shall also be included in the definition of Recordings for the purpose of this Agreement).
<b><i>Writer/s</i></b>	shall mean the writers who compose the musical works embodied in the Recordings.

**THE PARTIES HEREBY AGREE THE FOLLOWING:**

**1. GRANT OF RIGHTS:**

The Label Owner hereby grants the Label during the Term (as defined below in clause 3) and throughout the Territory (as defined below in clause 2) the following rights:

- a. The exclusive right to copy, sell, distribute, promote, transmit, market, perform and otherwise exploit the Recordings (as defined above) in Digital Formats (as defined above) in whole or in part.
- b. The non-exclusive right to use approved Biographical Material (as defined above) in connection with the grant of rights set out in clause 1.a above. All Biographical Material delivered to the Label by the Label Owner shall be deemed "approved" by the Label Owner.
- c. The exclusive right to license the rights in clause 1.a to Music Users (as defined above) and the non-exclusive right to license the right listed in clause 1.b to Music Users.
- d. The right to enter into non-exclusive synchronization and compilation agreements with Music Users through all media (whether known now or invented after the Commencement Date). This right is subject to the Label obtaining the Label Owner's written prior approval for each synchronization and compilation license (approval not to be unreasonably withheld and the Label Owner will be deemed to have approved such license if the Label Owner fails to respond to the Label's written request within three (3) days).

- e. The exclusive right to act as the Label Owners authorized Digital Format sound recording copyright owner representative and to deal with and collect monies from neighboring rights societies within the territory including but not limited to Sound Exchange, PPL and other collection agencies within the territory.

2. **TERRITORY:**

The Territory of this Agreement is the world, including all territories within both jointly and separately (the "Territory").

3. **TERM:**

The term of this Agreement shall be for a period of three (3) years from the Commencement Date (the "Initial Term) following which the term of the Agreement will automatically renew itself for consecutive twelve (12) month periods ("Option Term/s). After the Initial Term, either party can terminate the term of this Agreement by giving the other party One Hundred and Eighty (180) days written notice. The Initial Term and the Option Term/s shall be jointly and severally referred to as the "Term" for the purpose of this Agreement.

4. **BARCODES:**

Should the Label Owner require the Label to allocate a Barcode to a release, the Label Owner shall be charged a fee of \$200 + GST per barcode which will be deemed an advance under this Agreement and fully recoupable from any royalties due to the Label Owner under clause 6 below.

5. **DELETED RECORDINGS:**

1. In the event (A) a Recording is subject to a claim by a third party claiming rights to such Recording and such continued distribution by the Label hereunder is likely to expose the Label Owner and/or the Label to continued third party claims OR (B) a Recording is deleted from the Label Owners catalogue pursuant to a third party licensing agreement expiring of its own accord, then:
  - a. The Label Owner must promptly send the Label written notice of the same; and
  - b. The Label will use reasonable commercial endeavors to cease exploitation of that Recording (a "Deleted or Infringing Recording) hereunder.
2. Notwithstanding clause 5.1, the Label Owner acknowledges and agrees that the Label may have already licensed a Music User the right to exploit the Deleted or Infringing Recording for a period of time (a "Music User License). If such event, the Label Owner acknowledges and agrees the following:
  - a. The Label Owner may not be able to cease exploitation of the Deleted or Infringing Recording pursuant to this Agreement;
  - b. The Music User shall be continued (if it so requires) to exploit the Deleted or Infringing Recording pursuant to the terms and conditions set out in the Music User License; and
  - c. The Label Owner indemnifies the Label against all third-party claims in respect of the continued exploitation of the Deleted or Infringing Recording pursuant to this clause 5.2

3. The Label Owner shall be required to pay for all third party or other costs associated with the removal of Deleted or Infringing Recordings pursuant to clause 5 ("Removal Costs). Removal Costs shall deem an advance under this Agreement and fully recoupable from any royalties due to the Label Owner under clause 6 below.

**6. ROYALTY / LABEL OWNER RESIDUALS:**

1. The Label shall be entitled to collect all monies derived from the exploitation of the Recordings in Digital Formats during the Term or prior to the Commencement Date (if such monies remain uncollected at the Commencement Date) and throughout the Territory.
2. The Label shall then be required to pay the Label Owner royalties as follows for each income streams (an "Income Stream"):
  - a. **DISTRIBUTION:**  
Eighty percent (80%) of the Net Receipts from sales of the Recordings in Digital Formats.
  - b. **THIRD PARTY AND THIRD-PARTY COMPILATIONS:**  
Eighty percent (80%) of the Net Receipts derived from any compilation income.
  - c. **SYNCHRONIZATION:**  
Eighty percent (80%) of the Net Receipts derived from any synchronization income.
  - d. **PERFORMANCE:**  
Eighty percent (80%) of the Net Receipts derived from public performance income.
  - e. **OTHER:**  
Eighty percent (80%) of the Net Receipts derived from any other income received by the Label, which is not listed above in clause 6.1.a, 6.1.b, 6.1.c or 6.1.d. (including without limitation income derived from Smartphone applications, games or other software)
3. "Net Receipts shall mean the gross amount actually received by the Label in respect of a particular Income Stream set out above in clause 6.1, less all direct and reasonable costs (including all taxes or statutory fees) incurred by the Label in connection with the exploitation of the Recordings within that particular Income Stream.

**7. ACCOUNTING:**

The Label shall account to the Label Owner for all money owing to the Label Owner pursuant to clause 6 above, on a quarterly basis within sixty (60) days. Any balance due in total that is under USD \$200.00 shall be automatically rolled into the following quarter sales and paid only when the balance exceeds USD \$200.00.

Label shall pay the royalties in accordance with the invoice from the Label Owner into their bank account with the following details:

 **Bank Name: N/A**

 **Branch details: N/A**

 **Account Name: N/A**

 **Sort / Routing Code: N/A**

 **Account Number: N/A**

 **Bank BIC / Swift / IBAN: (If it Applies) N/A**

**8. DELIVERY**

Promptly following the Commencement Date, the Label Owner shall provide the Label with digital master, release ready of each Recording along with the Biographical Material, appropriate metadata and high-resolution cover art in JPEG format (Resolution 3000 x 3000 pixels minimum). If a digital master is not available, the Label will provide the masters in a format agreed by both parties. All copies of Recordings must be of first-class commercial quality (determined in the Labels sole discretion).

**9. OWNERSHIP OF MATERIALS:**

Label Owner retains ownership of the copyright in all Recordings. The Label will not exploit the Recordings for any other purpose than for the rights granted to the Label herein. On expiration or termination of this agreement, the Label will delete and destroy all metadata and masters.

**10. LABEL RESPONSIBILITIES:**

1. The Label shall use best endeavors to do the following:

- a. Deliver Recordings and metadata to digital service providers and mobile providers ("DSPs & MPs)
- b. Encode Recordings to DSPs & MPs specified format.
- c. Collect reports, fees and royalties from DSPs & MPs.

- d. Re-deliver Recordings already available on DSPs & MPs, once removed by Label Owner.
- 2. The Label does not guarantee the exploitation, placement or license of any of the Recordings with any Music User and the Label reserves its right to reject distribution of any Recording in its sole discretion.

**11. LABEL OWNER RESPONSIBILITIES:**

The Label Owner agrees to do the following:

- a. Supply Recordings and Biographical Material as per above.
- b. Supply metadata in the form as elected by the Label.
- c. Supply release notes associated with each Recording if available.
- d. Pay all royalties due to Label Owners, producers and other parties who contributed to the Recordings;
- e. Pay all royalties due to songwriters who have written the musical works embodied in the Recordings.
- f. Clear third-party samples embodied in the Recordings.
- f. Pay all taxes levied on amounts payable hereunder to the Label Owner.

**12. AUDIT:**

The Label Owner has the right to audit the Labels books once a year at reasonable notice and cost to the Label Owner. The reasonable costs of such an audit, to a maximum of \$2,000 USD, to be borne by the Label if the audit reveals an underpayment to the Label Owner of over 10%.

**13. LABEL OWNER'S WARRANTY & INDEMNITY:**

- a. The Label Owner warrants that the exercise of the rights granted hereunder by the Label will not infringe the rights of any third party and that the Label Owner is able to enter into this Agreement and fulfil its obligations to the Label hereunder.
- b. The Label Owner will indemnify the Label against all actions, demands, liabilities & expenses whatsoever which the Label may incur as a result of the sale of Recordings pursuant to this Agreement or incurred by the Label as a result of a breach by the Label Owner of a warranty, obligations, responsibility or representation made by the Label Owner hereunder.

**14. LAWS OF JURISDICTION:**

This Agreement will be governed by and construed in accordance with the laws of New York, NY U.S.A. and the parties hereby submit to the exclusive jurisdiction of the courts of NY, U.S.A.

**15. TERMINATION**

- a. A party shall have the right to terminate this Agreement prior to the expiration of the Term if the other party breaches any of the warranties, undertakings, representations or agreements contained

 Account Summary

## Zelle® Activity

Outgoing Transfers		Incoming Transfers				
Date Sent	From Account	Sent To	Amount	Status	Action	
04/01/21	EVERYDAY CHECKING	Darrius Henry	\$200.00	Completed	<a href="#">View</a>	
03/19/21	EVERYDAY CHECKING	Darrius Henry	\$500.00	Completed	<a href="#">View</a>	
03/13/21	EVERYDAY CHECKING	Thomas Singelton	\$260.00	Completed	<a href="#">View</a>	
03/13/21	EVERYDAY CHECKING	Thomas Singelton	\$1000.00	Completed	<a href="#">View</a>	
03/07/21	EVERYDAY CHECKING	Thomas Singelton	\$500.00	Completed	<a href="#">View</a>	
03/04/21	EVERYDAY CHECKING	Thomas Singelton	\$500.00	Completed	<a href="#">View</a>	
03/02/21	EVERYDAY CHECKING	Thomas Singelton	\$500.00	Completed	<a href="#">View</a>	
02/27/21	EVERYDAY CHECKING	Thomas Singelton	\$500.00	Completed	<a href="#">View</a>	
02/26/21	EVERYDAY CHECKING	Thomas Singelton	\$500.00	Completed	<a href="#">View</a>	
02/25/21	EVERYDAY CHECKING	Thomas Singelton	\$500.00	Completed	<a href="#">View</a>	

[Return to Zelle](#)

# Welcome, Jamarion!

Quick Send

Send to an existing recipient

 larquavious Singleton

Send amount

1,860.00

USD

Receiving amount

= 1,860.00

USD

*You can edit and review your transaction on the next page.*

 Continue to Review

Send to Someone New

Your total

1,897.50 USD

You are sending

1,860.00 USD

Transaction fee

37.50 USD

Recipient receives

1,860.00 USD

Transfer to

Debit Card

Pay with

VISA x-2356

 PayPal

Wednesday, April 7, 2021

L

Hi jay

Why did u hit up orchard about payment

U don't contact them u contact me

12:47 PM

Im contacting them the media and authorities. This shit ain't clean and i will get to the bottom of it. Im tired of not getting what i was promised and getting ignored. And the run around. We have no reason to talk anymore after this message . All my information documents. Emails and texts are in t

[View all](#)

12:53 PM



Re: Account 62887

Ben Griffin <[bgriffin@theorchard.com](mailto:bgriffin@theorchard.com)>

Thu 6/10/2021 4:40 PM

To: Jay Logan <[RocketCity\\_Records@outlook.com](mailto:RocketCity_Records@outlook.com)>

Cc: clientservices <[clientservices@theorchard.com](mailto:clientservices@theorchard.com)>

Yes, they were doing a number of shady things. If you want to sign a direct deal with us, please reach out to [distributionrequests@theorchard.com](mailto:distributionrequests@theorchard.com). If interested, our acquisitions team will reach out to you.

Best,

On Thu, Jun 10, 2021 at 12:50 PM Jay Logan <[RocketCity\\_Records@outlook.com](mailto:RocketCity_Records@outlook.com)> wrote:  
I thought that's what they were looking into because the contract i signed wasn't for a subaccount

Sent from my T-Mobile 4G LTE Device

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---

**From:** Ben Griffin <[bgriffin@theorchard.com](mailto:bgriffin@theorchard.com)>

**Sent:** Thursday, June 10, 2021 11:46:31 AM

**To:** Jay Logan <[RocketCity\\_Records@outlook.com](mailto:RocketCity_Records@outlook.com)>

**Cc:** clientservices <[clientservices@theorchard.com](mailto:clientservices@theorchard.com)>

**Subject:** Re: Account 62887

Hi Jay,

Yes, all releases under your account have been taken down. Your label is a subaccount of Mind Over Records/ Duncan Morley Music and their account was recently terminated with us due to legal issues. This also means any products on their subaccounts have been taken down as well.

Best,

On Thu, Jun 10, 2021 at 9:04 AM Jay Logan <[RocketCity\\_Records@outlook.com](mailto:RocketCity_Records@outlook.com)> wrote:

Hello and good morning im having a problem with seeing my music uploads.. have they been taken down??

Sent from my T-Mobile 4G LTE Device

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**Ben Griffin • Coordinator, Client Services**

[bgriffin@theorchard.com](mailto:bgriffin@theorchard.com)

*YouTube Certified Team Member*



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--  
**Ben Griffin • Coordinator, Client Services**

[bgriffin@theorchard.com](mailto:bgriffin@theorchard.com)

*YouTube Certified Team Member*



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Re: Possible Fraudulent Orchard Account Activity

Jay Logan <RocketCity\_Records@outlook.com>

Tue 5/25/2021 11:24 AM

To: Maggie Sachson <msachson@theorchard.com>

Cc: clientservices <clientservices@theorchard.com>

Any updates ?? Im being asked how and when people will get paid and cant see any numbers besides spotify and im also hoping we aren't sending anymore money to whoever has their banking information plugged in.. we will definitely need an audit

Sent from my T-Mobile 4G LTE Device

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---

**From:** Jay Logan <RocketCity\_Records@outlook.com>

**Sent:** Wednesday, May 12, 2021 11:08:23 AM

**To:** Maggie Sachson <msachson@theorchard.com>

**Cc:** clientservices <clientservices@theorchard.com>

**Subject:** Re: Possible Fraudulent Orchard Account Activity

Thanks  i was supposed to have direct distribution according to my contract and was told that it was distribution only and that The Orchard required a 10k promotion budget that i paid in with Orchard invoices. And they attached me to mind over records and after not getting a response i contacted him directly through LinkedIn and we have talked a couple times since and had no clue about the other person   im not worried about the money but i do however have the receipts and the recipient's names on my bank drafts with emails phone numbers and addresses if you need them. I just want to try to get my account straight so they don't run off with my artists money seeing that my bank information was never asked

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---

**From:** Maggie Sachson <msachson@theorchard.com>

**Sent:** Wednesday, May 12, 2021 10:57:57 AM

**To:** Jay Logan <RocketCity\_Records@outlook.com>

**Cc:** clientservices <clientservices@theorchard.com>

**Subject:** Re: Possible Fraudulent Orchard Account Activity

Thank you Jay. We are looking into this and will get back to you as soon as we have an assessment on this situation. We appreciate your patience.

Maggie

On Tue, May 11, 2021 at 12:26 PM Jay Logan <[RocketCity\\_Records@outlook.com](mailto:RocketCity_Records@outlook.com)> wrote:

  | Sent from my T-Mobile 4G LTE Device

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**From:** Duncan Bruce <[duncanbru@gmail.com](mailto:duncanbru@gmail.com)>  
**Sent:** Tuesday, May 11, 2021 11:07:54 AM  
**To:** [RocketCity\\_Records@outlook.com](mailto:RocketCity_Records@outlook.com) <[RocketCity\\_Records@outlook.com](mailto:RocketCity_Records@outlook.com)>  
**Subject:** Fwd: Possible Fraudulent Orchard Account Activity

----- Forwarded message -----

From: **Duncan Bruce** <[duncanbru@gmail.com](mailto:duncanbru@gmail.com)>  
Date: Tue, May 11, 2021 at 12:04 PM  
Subject: Possible Fraudulent Orchard Account Activity  
To: <[communications@theorchard.com](mailto:communications@theorchard.com)>

Hi there,

My name is Duncan Morley Bruce, owner of duncan morley music & (former ceo/owner of mind over records, a company that has been dissolved.) I have been contacted recently by a few artists / label owners saying they have been distributing through my orchard console. I just checked my old orchard console I have through J Dash Productions and it isn't this account they were referring to, as none of the songs they said they uploaded were in that console. I think somebody used my name and old label to get a new orchard deal and are scamming people out of money. One of the artists that reached out said they made him pay \$10,000 and said it was being paid to orchard for marketing expenses. I have no affiliation with any of this and would like to get to the bottom of this as it is concerning that they are using my name and info without my knowledge or permission. The label owner who believes he was scammed, said they won't answer his calls since they received the 10k, his label is called rocket city records. He noticed my name and mind over records came up so he reached out to me but had never heard my name mentioned before. See attached for screenshot of this and in addition see attached for what seems like fraudulent orchard invoices and agreements that these people have been using. I believe the name of people who are using my credentials are darius henry, somebody I knew years ago and this other guy Thomas Singleton Nzekwesi that I don't know. Could you please assist me on figuring this all out. Thanks in advance for your time! Feel free to call me anytime, appreciate the help!

Best,  
Duncan M. Bruce  
978 473 9000

**Maggie Sachson**

[msachson@theorchard.com](mailto:msachson@theorchard.com)



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Fwd: Possible Fraudulent Orchard Account Activity

Jay Logan <RocketCity\_Records@outlook.com>

Tue 5/11/2021 11:26 AM

**To:** clientservices <clientservices@theorchard.com>

 3 attachments (670 KB)

Invoice\_311\_2021-02-13\_orchard.pdf; Distribution agreement James Logan.pdf; Screenshot\_20210510-191909\_Samsung\_Internet.jpg.

Sent from my T-Mobile 4G LTE Device

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---

**From:** Duncan Bruce <duncanbru@gmail.com>

**Sent:** Tuesday, May 11, 2021 11:07:54 AM

**To:** RocketCity\_Records@outlook.com <RocketCity\_Records@outlook.com>

**Subject:** Fwd: Possible Fraudulent Orchard Account Activity

----- Forwarded message -----

From: **Duncan Bruce <duncanbru@gmail.com>**

Date: Tue, May 11, 2021 at 12:04 PM

Subject: Possible Fraudulent Orchard Account Activity

To: <[communications@theorchard.com](#)>

*Email from Duncan*

Hi there,

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Best,  
Duncan M. Bruce  
978 473 9000